DB CIVIL SPL.APPEAL (C) No.161/2003

Date of Order: 10.01.05

HON'BLE THE ACTG.CHIEF JUSTICE MR.Y.R.MEENA
HON'BLE MR.JUSTICE GOVIND MATHUR

Mr.Vijay Bishnoi for the appellant/s.

BY THE COURT:(PER HON.MR.Y.R.MEENA,ACTG.C.J.)-

The respondent is the consumer of appellant, having obtained connections in the name of Sona Rubber Udyog. The respondent prayed for a second connection. That has been denied on the ground that as the premises is the same, no second connection can be allowed.

The learned Single Judge has considered the definition of `premises' and also considered the facts in detail and ultimately reached to the conclusion that the premises is not one and the same for which the connection has been sought. The connection was given earlier to a different premises and now he prays for connection for another premises. On that basis he has directed to release the connection to the respondent as prayed. He discussed these facts in para 10 of his order. For ready reference para 10 of

the impugned judgment reads as under :-

> "10. The crucial question involved in the suit as well as appeal was with respect to the interpretation of the definition given for premises in the conditions. The definition of the condition given in condition No.1(p) of the conditions is as under :-
>
> (p) "Premises" means the area/portion of the building/shed/field etc., for which the electric connection has been applied for and sanctioned."
>
> A bare perusal of the above definition of premises it is clear that it can be (a) area (b) portion of the building (c) shed or (d) field. This definition is also not exhaustive. In addition to above, it is the premises for which the electric connection has been applied for, by the consumer and sanctioned by the Board. Here in this case, the learned trial udge has only taken into account that there is one road leading to three industrial units and there is a gate over the approach road. Therefore, the learned trial court held that this is one premises. It is clear from the letter Ex.1 to 3 of the respondent No.1 that three connections are separate connections having three different connection number, Hencock Rubber Industries, account No.MIP33, M/s.Kalpatru Industries account No.MIP36 and Sona Rubber Industries account No.MIP702. It is submitted that all the three connections were given at different lines. The plaintiff placed on record the lease deed granted for Sona Rubber Industries by the State Government Ex.6, the copy of the lease deed Ex.7 granted in favour of Hencock Rubber Industries, which is also by the State Government. The neighbourhood is given in both the lease deeds of the two different

premises. These documents show that the lease of Sona Ruber Industries is in favour of the Hencock Rubber Industries as proprietor of the Sona Rubber Industries and lease in favour of the Hencock Rubber Industries is in favour of Bhuraram, Janki Devi, Madanlal, plaintiff Hetram and Ramesh Kumar. It is also not in dispute that connection was given for all the three different units in their own names and it has not been even stated by the defendants in their written statement that the consumer plaintiff or defendants No.2 and 3 applied for electric connection for all the three units and the board sanctioned the different connections in the same premises. A bare perusal of the definition of the premises given in the conditions framed by the board clearly shows that premises can be treated separately even if it is a portion of a building or it may be even a shed or it may be a field only. As per the various conditions for sanction of the electric connection it is clear that before sanction of the electric connection a report is obtained by the Board with respect to the installation of electric appliances and, thereafter, appropriate order for electric connections are granted. It appears that board felt some difficulty in the matter of industrial and non-domestic connections and, therefore, sub-clause (c) in the condition 5 was made so that no further industrial or non-domestic connection be issued in the same premises and in the same name and provisions were made with respect to the existing consumers under industrial category, who applies for new connection in same premises. Clause 4 of sub-clause (c) of Condition 5 is with respect to the running industrial and non-domestic units in the same premises, but working in the same or different names and work is carried out by one concern or proprietor or if there are same partners common in different firms then the sub-clause (4) of clause (c) of condition 5 permits boards to ask the consumer to

> club the load and for which consumers may apply to the Board. Learned counsel for the respondent submitted that as per the sub-clause (4) of clause (c) of Condition 5 even if there are different persons carrying on business in the name of two or more firms with common partners then also load is required to be clubbed and, therefore, the board was right in directing the plaintiff to club the electric connection."

None appears for the respondents.

Heard learned counsel for the appellant.

Mr.Bishnoi, failed to satisfy us that the premises, as defined under the Act, is one and the same for which the connection has been released. When there are two different premises i.e. one for which the connection has already been released and the second one for which the connection is asked for, when both the premises are different, we see no justification to interfere with the impugned order.

The appeal is dismissed at the admission stage.

(GOVIND MATHUR),J. **(Y.R.MEENA),ACTG.C.J.**

L.George